

For assignment of this mortgage see Book 31 Page 75

This Indenture made this 27 day of January in the year of our Lord one thousand eight hundred and eighty five between John M. Shepherd and Fannie E. Shepherd his wife (being of lawful ages) of the County of Douglas and State of Kansas of the first part and Edward Russell of the same place of the second part;

Witnesseth That the parties of the first part in consideration of the sum of Thirty six Hundred Dollars to them in hand the receipt whereof is hereby acknowledged have sold and by these presents do grant bargain sell and convey to the said party of the second part his heirs and assigns forever the following tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit;

South half of Section Twenty two (22) in Township Thirteen (13) of Range Thirteen (13) containing three hundred and twenty acres with the appurtenances and all the estate title and interest of the said parties of the first part therein And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty six hundred Dollars and interest thereon according to the terms of one certain mortgage note and 12 interest notes or coupons this day executed by the said parties of the first part to wit;

Note No. 1 for Thirty six Hundred Dollars due January 1st, 1885 all dated January 27, 1885 payable to Edward Russell or order at the Merchants Bank of Lawrence Kansas with New York exchange with interest payable semi-annually on the first day of January and July in each year according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent. Now if such payments be made as herein specified this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes as provided then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part and in case of such default of any sum covenanted to be paid for the

The following is indorsed on the original instrument.
For value received I do hereby sell and assign this mortgage and the notes therein described to

Edward Russell

Wm. M. Shepherd
John M. Shepherd
Fannie E. Shepherd

Recorded March 26th 1885 at 2 O'clock P. M.

Register of Deeds
J. J. Arnold

The Original Instrument is the following Endorsement.